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Attorneys for Defendants
 AMAZON.COM, INC.,
 AMAZON WEB SERVICES, INC., AND
 TWITCH INTERACTIVE, INC.,

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

BSD CROWN, LTD.,

Plaintiff,

v.

AMAZON.COM, INC., AMAZON WEB
 SERVICES, INC., and TWITCH
 INTERACTIVE, INC.,

Defendants.

CASE NO. 3:23-cv-00057-WHO

**JOINT CLAIM CONSTRUCTION AND
 PREHEARING STATEMENT (P.L.R. 4-3)**

Pursuant to Patent Local Rule (“P.L.R.”) 4-3, Plaintiff BSD Crown, Ltd. (“Plaintiff”) and Defendants Amazon.com, Inc., Amazon Web Services, Inc., and Twitch Interactive, Inc., (collectively, “Defendants”) provide the following Joint Claim Construction and Prehearing Statement concerning U.S. Patent No. 6,389,473 (“the ’473 patent”).

A. The Construction of Terms on Which the Parties Agree (P.L.R. 4-3(a))

The parties agree on the constructions of the following terms of the asserted claims:

# ¹	Claim Term/Phrase	Agreed Construction
2	“providing at the transmitting computer a data stream” [Claim 1]	“before slicing, the transmitting computer provides a data stream”
3	“a data stream having a given data rate” [Claim 1]	“a data stream having an assigned data rate”
4	“data rate” [Claims 1, 8]	“an amount of data (i.e. number of bits) per unit of time”
5	“slice” / “slices” [Claims 1, 11, 23]	“a discrete segment of the data stream”
6	“each slice having a predetermined data size associated therewith” [Claim 1]	“each slice having a data size, which may be established by setting a time duration of the slice, assigned in advance of the stream being divided”
7	“wherein dividing the stream into the sequence of slices comprises dividing the stream into a sequence of time slices, each having a predetermined duration associated therewith” [Claim 23]	“the stream is divided into a sequence of slices, where the predetermined data size of the slices is established by setting the time duration of the slices”
8	“encoding the slices in a corresponding sequence of files” [Claims 1, 11]	“forming each slice as a file in a corresponding sequence of files, wherein the sequence of files corresponds to the sequence of slices”
9	“decode the sequence” [Claim 8]	“decompressing any compressed data in the sequence”
10	“encoding slices at a plurality of different quality levels” [Claim 11]	“forming each slice at more than one quality level”
11	“sequence of files, each file having a respective index” [Claim 1]	“sequence of files, wherein each file has an index that represents a respective slice’s location in the sequence”

¹ The numbers shown correspond to the numbering provided in the parties’ respective P.L.R. 4–2 disclosures.

# ¹	Claim Term/Phrase	Agreed Construction
12	“play back the data stream responsive to the indices of the files” [Claim 8]	“playing back the data stream based on the indices of the files to be played back”
13	“uploading and updating an index file containing the index of the file in the sequence that was most recently uploaded” [Claim 9]	“uploading to a server an index file, and updating the index file with the index of the most recently uploaded file”
14	“uploading the sequence to a server at an upload rate generally equal to the data rate of the stream” [Claim 1]	“transmitting the files from the transmitting computer to the server at an upload rate generally equal to the data rate of the stream”
16	“at a replay rate generally equal to the data rate” [Claim 8]	“the rate at which the client plays back the data stream is generally equal to the data rate of the stream”
17	“determining a data bandwidth of the network between the server and the client computer” [Claim 12]	“the client determines a data rate at which a client can download a file from the server”
18	“file” / “files” [Claims 1, 8, 9, 10, 11]	“an item containing a single slice of data that has an identifier that is recognizable by a file system.”

B. Proposed Construction of Disputed Terms (P.L.R. 4-3(b))

The parties’ proposed constructions of disputed terms are provided in the chart below. The parties’ proposed constructions for the two below disputed terms are also set forth in the accompanying Exhibit 1 along with the supporting evidence upon which the parties intend to rely. Both parties reserve the right to rely on the intrinsic record and any evidence cited by the other party to support its proposed construction.

#	Claim Term/Phrase	Plaintiff’s Proposed Construction	Defendants’ Proposed Construction
1	“real-time broadcasting” [Claim 1]	“simultaneous transmission of data to one or more clients matching the human perception of time or proceeding at the same rate as a physical or external process which allows for some, but not limitless, delay.”	“simultaneous transmission of data to one or more clients matching the human perception of time or proceeding at the same rate as a physical or external process”

15	“such that the one or more client computers can download the sequence over the network from the server at a download rate generally equal to the data rate” [Claim 1]	“such that one or more client computers, which are not required to actually download, are able to select individual files corresponding to the slices for download over the network at a download rate generally equal to the data rate”	“such that one or more client computers are able to select individual files corresponding to the slices for download over the network at a download rate generally equal to the data rate”
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C. Identification of Most Significant and Dispositive Terms (P.L.R. 4-3(c))

Of the terms for which the parties were not able to reach agreement,² BSD believes that the construction of the disputed term “such that the one or more client computers can download the sequence over the network from the server at a download rate generally equal to the data rate” (Term No. 15) will be most significant to this case, but not case dispositive. Defendants believe “real-time broadcasting” (Term No. 1) will be most significant to this case and potentially case dispositive.

D. Length of Time for Claim Construction Hearing (P.L.R. 4-3(d))

The Claim Construction Hearing is presently scheduled for March 1, 2024. The parties anticipate needing no more than two and a half hours (2.5) for the Claim Construction Hearing. The parties agree that, unless the Court prescribes a format for the presentation at the Claim Construction Hearing, the Parties shall meet and confer no later than thirty (30) days prior to the Claim Construction Hearing to discuss and finalize how they will make their presentations.

E. Witnesses to be Called at the Claim Construction Hearing (P.L.R. 4-3(e))

The parties agree that there will be no witnesses called at the Claim Construction Hearing. The parties intend to have persons present a summary and explanation of the technology at issue during the tutorial scheduled for February 23, 2024.

F. Identification of Factual Findings Requested from the Court (P.L.R. 4-3(f))

The parties do not request any factual findings related to claim construction from the Court.

² In identifying the significance of terms, the parties did not consider terms upon which the parties reached agreement.

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2 Dated: November 7, 2023

Respectfully submitted,

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ATTESTATION CLAUSE

I, Francisco A. Villegas, am the ECF user whose credentials were used in this filing. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that all signatories have consented to the filing of this document.

Dated: November 7, 2023

By: /s/ Francisco A. Villegas
Francisco A. Villegas